

# Exhibit 13



Respectable  
MMAS Research LLC  
*To the kind attention of Mr. Steven Trubow*  
1501 Spring Hill Road,  
Petaluma, California, 94952  
USA

*via e-mail to: [trubow1@gmail.com](mailto:trubow1@gmail.com)*  
*carbon copy, Attorney Patricia Ray: [raypatricia@yahoo.com](mailto:raypatricia@yahoo.com)*

Desio (MB), Italy, 26-Apr-2023 | 16:02 CEST

Subject: Settlement Addendum to License Agreement of Morisky Widget ("Widget") stipulated between OPIS s.r.l. ("OPIS"), on behalf of Novartis Farma S.p.A ("NVS" or "Novartis"), and MMAS Research LLC ("MMAS"), on March 10<sup>th</sup>, 2017 ("Agreement") – answer to Mr. Steven Trubow's email dated February 2<sup>nd</sup> and 4<sup>th</sup> 2023 and dated March 26<sup>th</sup> and 27<sup>th</sup>, 2023)

Dear Mr. Trubow,

By means of this letter, OPIS, on behalf of NVS, answers your e-mails dated:

- February 2<sup>nd</sup>, 2023, by which you have, quite unreasonably and contrary to *bona fide* purposes, broken off the negotiations of the settlement agreement in subject line, (i) by revoking your acceptance of our demands (which you had given us by email dated December 22<sup>nd</sup>, 2022) and, as a matter of fact, (ii) by making the signing of any settlement agreement whatsoever conditional on OPIS and Novartis's full acceptance of some unreasonable proposals (such as payment of more than 50 thousand EUR for a not justified training session, whose foreseen attendees have already been trained by yourself in-person over the past years);
- February 4<sup>th</sup>, 2023, which You addressed to the authors of article of Leukemia & Lymphoma, thus involving, without any right, third parties not directly related to the pending settlement agreement mentioned before, causing a significant damage to the image of Novartis;
- March 26<sup>th</sup> and 27<sup>th</sup> 2023, by which you asked us for a face-to-face meeting, after having sent a notice of electronic filing of the case "MMAS Research LLC v. University of Wolverhampton et al" in front of the Central Court of California.

In all fairness, both OPIS and Novartis reject any allegation of breach contract and copyright infringement, which are simply misplaced, unsubstantiated and defeated by documents enclosed to our letter dated February 2<sup>nd</sup>, 2023 to be deemed entirely re-transcribed and incorporated hereunder.

In a nutshell:

- MMAS and Yourself created an incredible confusion, due to Third Parties claims, on who shall be considered the owner of IP rights on the Widget and neither You nor MMAS have assumed obligations to hold your client (OPIS on behalf of NVS) harmless and indemnified from claims brought by Mr. Morinsky;



- In the meanwhile, the IP contradictory claims by You, MMAS and Mr. Morisky have not enabled Novartis and OPIS to use the Widget and this have resulted in intolerable delay of study conduct attributable essentially to Yourself and MMAS. Therefore, we reasonably contested the infringement and the validity of the Agreement;
- We tried to solve the matter amicably, proposing very reasonable settlement terms and conditions and You initially agreed, but then the negotiations have not been fruitful (OPIS and NVS are not keen on paying such a large sum of money, mostly foreseen not for additional services, but for a not justified request of training sessions).

On such basis, either MMAS agrees on the terms and conditions as per our last letter dated February 2<sup>nd</sup>, or there is definitively no more room for any negotiation.

Needless to say, both OPIS and NVS respectively keep reserved any of their right and faculty, including that of seeking for restoration of damages caused by Yourself and MMAS's conducts, and they respectively contest any and all claims which either You or MMAS or any third party brought, bring or intend to bring before all appropriate forums.

In particular, OPIS was informed by Novartis that the latter keeps reserved its rights to initiate a lawsuit versus you and MMAS in Italy for image damage deriving from/in connection with Your above-mentioned e-mail dated February 4<sup>th</sup>, 2023.

Sincerely,

Dr. Laura Ambrosoli



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CEO



Desio, 29 July 2022

**Mr. Steve Trubow**

1501 Spring Hill Road, Petaluma, CA 94952,  
USA  
[trubow1@gmail.com](mailto:trubow1@gmail.com)

**RE: Morinsky widget MMAS license agreement – website notice of Morinsky Widget Phase Out – addendum signed - Addendum to Morisky widget mmas license agreement signed on 06.09.2021.**

Dear Mr. Trubow,

I am writing to you in my capacity as CEO of OPIS S.r.l. ("OPIS") for the purpose of explaining the following.

- 1) On March 10, 2017 OPIS, on behalf of Novartis Farma S.p.A, signed the Morinsky widget MMAS license agreement with MMAS research LLC for the purpose of obtaining questionnaires for conducting a clinical study.  
The agreement was signed by Donald Morinsky, Nichole Lykes, for Corporate Translation Inc (Licensing Coordinator), and you.
- 2) On 20 October 2017, Addendum 1 to the contract was signed in order to regulate corrective actions related to the use of questionnaires.  
The addendum was signed by you for MMAS research LLC.
- 3) On April 15, 2020, Addendum No. 2 to the contract was signed to obtain additional questionnaires.  
Also this addendum was signed by you for MMAS research LLC.
- 4) On September 6, 2021, the last addendum to the contract was signed.  
This addendum was for additional questionnaires, training activities and the Amazon web services license in order to maintain the Morisky Widget website in Europe in compliance with GDPR.  
The contract was signed by you for MMAS research LLC.
- 5) Over past few months we learned via Donald Morinsky website (Predatory Pricing from Steve Trubow ([moriskyscale.com](http://moriskyscale.com))) that you does not have any rights to use the Widget and that Donald Morinsky has sued you for copyright and trademark infringement (these circumstances were directly confirmed by Donald Morinsky).

In light of the above, the addendum signed on 6 September 2021 cannot be considered valid because you did not have the power to grant the licence for the questionnaires or to sign the addendum.

Due to the invalidity of the addendum, the amounts still due under the addendum must be considered as not due.

Furthermore, OPIS formally demands the return of the amounts already paid under the invalid addendum. In particular, OPIS asks for the return of the following amounts:

- 1) € 13,200.00 for additional MMAS Tests,





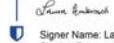
- 2) €7,200.00 for Amazon Europe Web Services for 1 year,
- 3) €2,500.00 for Morisky Widget consultancy training certification,
- 4) €8,800.00 for training expenses - airfare, hotel, meals.

The sums indicated above must be returned within thirty (30) days from the receipt of this letter.

We remain at your disposal for any clarification.

Awaiting your kind reply, please accept our best wishes.

Dr. Laura Ambrosoli

DocuSigned by:  
  
Laura Ambrosoli  
Signer Name: Laura Ambrosoli  
Signing Reason: I approve this document  
Signing Time: 29-Jul-2022 | 10:55 CEST  
4C6DC4E3643B458BAAAD0D30E66FF5E491

Chief Executive Officer

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**From:** Steve trubow <trubow1@gmail.com>  
**Sent:** Tuesday, January 26, 2021 9:05 AM  
**To:** 'F. Christopher Austin' <caustin@weidemiller.com>  
**Cc:** kgross@kigrosslaw.com  
**Subject:** FW: CINC424AIT04: ROMEI - support request for Morisky widget accounts

Here is an example of a daily request from Morisky Widget licensees, that the Morisky family, Don, Susan and Phillip is not going to be able to do for a long time, if ever. Marty could learn to do this, but you cant work a full time job and do this in your spare time.

This is a CRO on the NOVARTIS LICENSE.

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**From:** Rebecca Ostuni <[rebecca.ostuni@opisresearch.com](mailto:rebecca.ostuni@opisresearch.com)>  
**Sent:** Tuesday, January 26, 2021 1:45 AM  
**To:** Steve trubow <[trubow1@gmail.com](mailto:trubow1@gmail.com)>  
**Cc:** Anna Parolari <[anna.parolari@opisresearch.com](mailto:anna.parolari@opisresearch.com)>; Roberto Benini <[roberto.benini@opisresearch.com](mailto:roberto.benini@opisresearch.com)>; Ilaria Foletto <[ilaria.foletto@opisresearch.com](mailto:ilaria.foletto@opisresearch.com)>  
**Subject:** CINC424AIT04: ROMEI - support request for Morisky widget accounts

Dear Mr. Trubow,

I need your support for our Morisky Widget Accounts: as username we've always used

our email addresses ([rebecca.ostuni@opis.it](mailto:rebecca.ostuni@opis.it) for me and [anna.parolari@opis.it](mailto:anna.parolari@opis.it) for the study PM Anna Parolari), but OPIS has just changed all the employees' email addresses, so now my email address is [rebecca.ostuni@opisresearch.com](mailto:rebecca.ostuni@opisresearch.com), as you can see, and Anna's new email address is [anna.parolari@opisresearch.com](mailto:anna.parolari@opisresearch.com). Is it possible to update our usernames with our new email addresses in order to keep use the widget?

Thank you in advance for your help.  
Best regards,

Rebecca

**Rebecca Ostuni**

*Data Manager*

T +39 0362 633 407

[rebecca.ostuni@opisresearch.com](mailto:rebecca.ostuni@opisresearch.com)



**OPIS s.r.l.**

Palazzo Aliprandi

Via Matteotti, 10 - 20832 Desio (MB) Italy

T +39 0362 633 1 - F +39 0362 633 633



Explore the wide range of therapeutic areas in which OPIS has more than 22 years' proven experience.

[opisresearch.com](http://opisresearch.com)

A promotional graphic for OPIS. It features a photograph of a woman in a white lab coat working at a computer with multiple screens displaying medical brain scans. To the right of the image, there is a dark blue callout box with white text. The text reads: "Explore the wide range of therapeutic areas in which OPIS has more than 22 years' proven experience." At the bottom right of the callout box is the website address "opisresearch.com".

Notice to recipient: The information contained in this mail and any of its enclosures is confidential and intended exclusively for the person or entity indicated above. The circulation, distribution or copying of this message and any of its enclosures by persons other than the addressee are prohibited, unless express written authorization has been obtained. OPIS s.r.l. declines all liability in the event that this message or its enclosures are modified. If you have received this message by mistake, please eliminate it from your files immediately and notify the sender at the addresses indicated above.

- a) MMAS's obligation to indemnify and hold harmless OPIS and NVS from any and all third-party claims, actions, demands, and/or dispute of any kind (including but not limited to alleged violations of U.S. Federal Copyright Act) arising out of/connected with (i) the Widget and (ii) MMAS's ownership of intellectual property rights on the Widget;
- b) Performance of a face-to-face session at OPIS' Headquarters (Via Volta 94, 20832 Desio – MB – Italy) for retroactive scoring, coding and reporting with OPIS Data Managers by May 11<sup>th</sup>, 2023, at no cost neither for OPIS, nor for NVS (in particular, we are available in the alternative on **Monday May 8<sup>th</sup>, 2023** – NVS colleagues can attend on Monday – or on Wednesday May 10<sup>th</sup>, 2023);
- c) Mutual waiver of both OPIS and MMAS (and Yourself) respective claims. In particular:
  - a. waiver by MMAS and Yourself of any of any claims, suits, lawsuits and/or proceeding of any kind against OPIS and/or NVS for breach of contract and/or copyright infringement arising out or in connection with the well-known past events, at no penalties neither infringement fees of any kind;
  - b. waiver by OPIS of any claims, lawsuits and/or proceeding of any kind concerning the validity of Addendum 3 and/or the Agreement based on the well-known past events, at no penalties neither fees of any kind;
- d) Upon mutual waiver, Payment by OPIS to MMAS of the full annual fee for the period September 2022-September 2023 (EUR 7,200.00, plus VAT if due) by and no later than 30 (thirty) days from invoice receipt, which shall be issued by MMAS upon signature of the settlement agreement itself;
- e) Issuance by MMAS of invoice for annual AWS fee (period September 2023-September 2024) not before July 31<sup>st</sup>, 2023, with payment terms not inferior to thirty (30) days from invoice's receipt;
- f) Mutual obligation on each party to bear its own attorney's fees (if and to the extent applicable) for the assistance in the matter and for the drafting of the settlement agreement.

SETTLEMENT AGREEMENT

By and between

- **OPIS s.r.l.**, an Italian contract research organization with registered offices in Via Giacomo Matteotti 10, 20832 Desio (MB), Italy, TAX ID and VAT n. 12605350151 ("OPIS" and/or the "Licensee")  
and
- **MMAS Research LLC**, with offices located at 101 2<sup>nd</sup> St 303 Petaluma CA 94952 ("MMAS" and/or the "Licensor")

each a "Party" and together the "Parties"

WHEREAS

- a) OPIS, on behalf of Novartis Farma S.p.A. (with registered offices at Viale Luigi Sturzo 43, 20154 Milano, Italy, "NVS"), as Licensee, stipulated with MMAS, as Licensor, a License Agreement ("Agreement") on March 10<sup>th</sup>, 2017, for the use of the so called Morisky Widget (as defined and referred to in the Agreement itself). Terms and conditions of the Agreement are fully considered and shall be deemed entirely re-transcribed hereunder;
- b) Subsequently, the Parties integrated and amended the Agreement by means of:
  - i. a first Addendum dated July 28<sup>th</sup>, 2017 ("Addendum 1"), regulating corrective actions related to the use of questionnaires by OPIS on behalf of NVS in the context of the clinical trial identified by the code CINC42AIT04 (the "ROMEI Study" and/or "Study");
  - ii. a second Addendum dated April 1st, 2020 ("Addendum 2"), regulating the purchase by OPIS on behalf of NVS of additional questionnaires needed in the context of the Study;
  - iii. a third Addendum, dated September 6<sup>th</sup>, 2021 ("Addendum 3"), regulating the purchase by OPIS on behalf of NVS of additional questionnaires, additional training sessions and the Amazon Web Services license needed for having the Morisky Widget compliant with EU GDPR;together the "Addenda", whose terms and conditions are fully considered and shall be deemed entirely re-transcribed hereunder;
- c) In Addendum 3 OPIS agreed to use an AWS Europe GDPR compliant Morisky Widget to score MMAS-8 tests, only after they were trained and certified. After training session was held in November 2021, OPIS used the Morisky Widget to score only 35 reports as of around March 3<sup>rd</sup>, 2022;
- d) A letter dated April 21<sup>st</sup>, 2022 from the legal counsel of Dr. Donald Morisky, former business partner of Mr. Steven Trubow, was published online via Donald Morisky's website ("*Predatory Pricing from Steve Trubow*"), warning the users of the Morisky Widget that Mr. Morisky had filed an action against MMAS and Mr. Trubow, alleging that both of them had violated Donald Morisky's intellectual property rights over the Morisky Widget. The letter, in particular, highlighted that "*ANY PERSON THAT USES OR LICENSES THE MORISKY WIDGET, MMAS-4 SCALE OR MMAS-8 SCALE WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF DR. MORISKY WILL BE IN VIOLATION OF U.S. FEDERAL COPYRIGHT LAW FOR COPYRIGHT INFRINGEMENT*";
- e) On July 29<sup>th</sup>, 2022 OPIS contested the validity of Addendum 3 asking MMAS for restoration of damages based on latest Donald Morisky's legal consultant representations. OPIS did so *in bona fide* to prevent potential lawsuits and, essentially, as a consequence of the severe uncertainty created by contradictory claims on who is the owner of the Morisky Widget's intellectual property rights;
- f) MMAS, in person of Mr. Steven Trubow, replied to OPIS forwarding Recommendation of US District Court, Western District Washington at Tacoma (Case 2:21-cv-01301-RSM; U.S. Magistrate Judge David W. Christel), dated April 15<sup>th</sup>, 2022, which Recommendation rejected Donald Morisky's claims against MMAS and Mr. Steven Trubow.

- g) Then, MMAS threatened legal actions against OPIS and NVS for copyright infringement and breach of contract. Conversely, OPIS on behalf of NVS threatened legal actions against MMAS for restoration of damages arising out the delay of Study conduct caused by third party claims over the intellectual property of the Morisky Widget, which delay was allegedly attributable to MMAS;
- h) The Parties entered into negotiations over the past months and, for the sole purposes of finding an amicable settlement of the matter without acknowledging anything to the merit, on May 4<sup>th</sup>, 2022 mutually decided to stipulate this settlement agreement, according to the following

#### **TERMS AND CONDITIONS**

**1. MUTUAL WAYVERS.**

- i. Upon signature of this settlement agreement, MMAS hereby mutually, irrevocably and forever settles, releases, and absolutely discharges OPIS and NVS (including their legal predecessors, successors, successors-in-interest, and assigns) from any and all claims, allegations, demands, controversies, damages, actions, causes of action, proceeding, debts, dues, liabilities, requests for declaratory relief (including attorney's fees, costs and litigation expenses), for breach of contract and/or copyright infringements arising out or in connection with the events mentioned in the above recitals, at no penalties neither infringement fees of any kind.  
In case lawsuits have already been filed, **MMAS** undertakes to formally dismiss the cases and to give written evidence of that at simple OPIS's request.
- ii. Upon signature of this settlement agreement, OPIS hereby mutually, irrevocably and forever settles, releases, and absolutely discharges **MMAS** (including its legal predecessors, successors, successors-in-interest, and assigns) from any and all claims, allegations, demands, controversies, damages, actions, causes of action, proceeding, debts, dues, liabilities, requests for declaratory relief (including attorney's fees, costs and litigation expenses), arising out or in connection with the events mentioned in the above recitals, at no penalties neither infringement fees of any kind.

**2. INDEMNIFICATION.**

- i. MMAS undertakes to indemnify, defend, and hold OPIS and NVS (and each of its officers, employees, representatives, agents, contractors, successors) totally harmless against all losses, damages, liabilities, charges, lawsuits, demands, judgements, costs and expenses (including attorney's fees, costs and litigation expenses), arising out of or in connection with any claim of any third party, including but not limited to Mr. Donald Morisky, for infringement of their intellectual property rights or any other right arising from or connected with the Agreement, the Addenda and the performance of this settlement agreement.

**3. TRAINING**

- i. OPIS shall host Mr. Steven Trubow for a face-to-face session at OPIS' Headquarters (Via Volta 94, 20832 Desio - MB - Italy) for retroactive scoring, coding and reporting with OPIS Data Managers allocated to the ROMEI Study on May 8<sup>th</sup>, 2023, at no cost neither for OPIS, nor for NVS.
- ii. Moreover, The Parties represent each other that, should there be need of giving access credentials to new Data Managers, those will need to be remotely trained and certified in advance by Mr. Steven Trubow or by his authorized delegated person, at no cost for Licensee.

**4. INVOICING**

- i. Upon full execution of this settlement agreement, MMAS shall issue OPIS at [admin@opisresearch.com](mailto:admin@opisresearch.com) an invoice for the full annual fee for the period September 2022-September 2023 (EUR 7,200.00, plus VAT if due) in the context of the ROMEI Study, without interests of any kind.
- ii. OPIS shall pay such invoice by and no later than 30 (thirty) days from invoice receipt.
- iii. Without prejudice to Addendum 3, annual fee for the period September 2023-September 2024 (EUR 7,200.00, plus VAT if due) shall be invoiced not before July 31<sup>st</sup> 2023, with payment terms not inferior to thirty (30) days from invoice's receipt.

- iv. For any further annual cost of AWS, terms and conditions of Addendum 3 shall apply to the extent they do not conflict with this settlement agreement.

**5. ORDER OF PREVALENCE**

- i. In case of conflict between the Agreement and/or any of the Addenda and this settlement agreement, the latter shall prevail.
- ii. All terms and conditions of the Agreement and the Addenda shall remain in full force and effect, to the extent they do not conflict with this settlement agreement. The latter shall be deemed incorporated into and deemed a part of the Agreement and the Addenda and any future reference to the Agreement and/or the Addenda shall include the terms and conditions of this settlement agreement.

**6. ATTORNEY'S FEES**

- i. Each Party shall bear its own attorney's fees (if and to the extent applicable) for the assistance in the matter and for the drafting of the settlement agreement.

**7. GOVERNING LAW**

- i. The governing law of this settlement agreement is the same governing law of the Agreement.

**8. COPIES**

- i. This settlement agreement is executed in two (2) original counterparts. In case of electronic signature, through the use of the DocuSign® platform, the Parties recognize its legal validity and accepts that only an original electronically signed document shall embody this settlement agreement.

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Read, understood and executed by the duly authorized representatives of the Parties.

OPIS s.r.l.

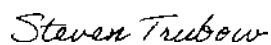


Dr. Laura Ambrosoli

CEO

Date: May 8, 2023

MMAS Research LLC



Mr. Steven Trubow

Date: May 8, 2023

ADDENDUM TO PERPETUAL  
MORISKY WIDGET MMAS LICENSE  
AGREEMENT

This addendum ("Addendum"), effective May 1, 2022 (the "Effective Date"), is an addendum to the Perpetual Morisky Widget MMAS License Agreement ("the License Agreement") entered into by the following parties:

Novartis Korea Ltd. & PrimeCoreConsulting Ltd. Seoul, South Korea and MMAS Research LLC, located at 14725 NE 20th St. Bellevue WA 98007 USA

Whereas, the License Agreement granted Licensees a limited-use license to administer MMAS-8 tests, so long as the MMAS-8 tests were scored and coded in Licenser's Morisky Widget software; and

NOW, THEREFORE, the parties agree as follows:

1. Licensee, Primecore Consulting, shall pay a one-time fee of €15,000 Euros (the "Fee") to MMAS Research LLC for rescoreing and recoding via the Morisky widget, and certifying the SPARK MMAS test results in the Publication. Licensee shall pay €10,000 Euros of the Fee within ten (10) days of execution of this Addendum, and the remainder of the Fee within thirty (30) days following Licenser's certification of the recoding and re-scoring pursuant to Clause 3 below.

2. The Fee, as well as the travel costs referenced below, shall be paid to the following bank account of Lessor:

MMAS Research

LLC Chase Bank Account:

250167902

SWIFT Code:

CHASUS33

ABA/Routing Number: 021000021

Address: 14725 NE 20th St. Bellevue WA  
98007 USA

3. Lessor shall re-score and re-code all MMAS tests done for the Publication in the Morisky Widget in person at a location of Licensee. Lessor will then certify in writing the re-coding and re-scoring for the SPARK manuscript within three (3) days following the completion of such re-scoring and re-coding. Such re-scoring and re-coding shall be performed in person by Lessor with the Licensees. Other than the Fee and the travel costs payable under Clause 5 below, Licensee is not required to pay to Lessor any consideration for such re-scoring and re-coding.

4. This re-scoring and re-coding shall be:

(a) physically attended by two or more employees of Licensees, designated by Licensees, and two people designated by Lessor (which shall include Mr. Steven Trubow);

(b) performed either at any location arranged by Licensee in Seoul South Korea or at a mutually agreeable location at one of Licensee's offices or facilities; and

(c) performed on such dates arranged by Licensee and agreed to by Licensor that shall be no later than May 31, 2022, provided that if any circumstance beyond the parties' control (such as government travel restrictions) prohibits the parties from holding such in-person meeting by May 31, 2022, the parties shall work together to arrange for the in-person rescore and re-coding as soon as possible.

5. In addition to the above Fee, Licensee agrees to pay Licensor's recoverable travel costs for two (2) people to perform this in-person re-scoring and re-coding at a capped amount of €10,000 EUR per person. This sum is based on the current cost for roundtrip business class airfare from San Francisco to Seoul South Korea, local transportation, accommodations, and meals (excluding alcoholic drinks). The amount of such cap shall be reasonably adjusted if unforeseen circumstances, COVID or rising oil prices increase the cost of travel expense. Costs can be reimbursed with submitting a receipt for each item within 2 weeks from the last day of the in-person meeting.

6. The parties, on behalf of themselves and their legal predecessors, successors, successors-in-interest, and assigns, hereby irrevocably and forever settle, release, and absolutely discharge all parties, from any and all claims, allegations, demands, controversies, damages, actions, causes of action, proceeding, debts, dues, liabilities, requests for declaratory relief, rights, contracts, costs (including attorneys' fees, costs and litigation expenses), indemnities, obligations, and losses of every kind or nature whatsoever, whether known or unknown, arising from or relating to the SPARK manuscript

and the License Breaches related to the scoring and coding outside of the Morisky Widget, except for any claims arising under this Addendum ("Mutual Release").

7. Each of Licensor and Licensee must keep confidential the terms and existence of this Addendum and may not disclose any information concerning the terms or existence of this Addendum to anyone, except (a) as required by law, (b) in litigation with any of the parties hereto regarding the rights and obligations created in this Addendum, (c) to such party's advisors or legal counsel who are similarly bound by the confidentiality obligations in this Section, or (d) with the other party's express written consent. This Section 7 will survive termination of this Addendum.

8. This Addendum constitutes and contains the entire understanding and agreement of Licensee and Licensor respecting the subject matter hereof and cancels and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings and agreements between Licensee and Licensor, whether oral or written, regarding such subject matter.

9. All other non-conflict terms of the License Agreement shall apply to this Addendum.

10. Each individual signing this Agreement represents and warrants that it has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the party and/or others for which it signs.

11. Licensor represents and warrants that Licensor is the rightful owner of all IP rights in relation to Morisky Widget.

12. Licensor shall indemnify and hold Licensee harmless from and against any and all claims, losses, and damages Licensee may suffer due to any type of claims raised by Donald Morisky or MMAR, LLC in connection with the Morisky Widget MMAS License.

13. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered must be deemed to be an original, but all of which taken together form but one and the same instrument. Facsimile and/or electronically transmitted signatures are binding as originals.

[SIGNATURE PAGE TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, and intending to be legally bound, each of the parties hereto has caused this Agreement to be executed as of the date set forth below.

Novartis Korea Ltd

Signature

Name (Printed)

Title

Date

PrimeCoreConsulting Ltd

Signature

Name (Printed)

Title

Date

MMAS Research, LLC

Signature

Steven Trubow, President

Date.

Date: 2022/03/14 14:30:17

From: Donald Morisky <[dmorisky@gmail.com](mailto:dmorisky@gmail.com)>

To: [mic@nrimeoore okc](mailto:mic@nrimeoore okc)

Cc: Lee Sangmin-1 <[sangmin-1lee@ooVirtis.com](mailto:sangmin-1lee@ooVirtis.com)>, "Kim, Taeeun" <[taeeun.kim@oovafis.co.kr](mailto:taeeun.kim@oovafis.co.kr)>, Peter Hoeller <[oeitechaeUec@bifio.com](mailto:oeitechaeUec@bifio.com)>, Donald Morisky <[donald.mori\\_tv@olQOskwscale0001](mailto:donald.mori_tv@olQOskwscale0001)>

SUBject: Re: [Very Urgent] [Novartis/SPARK) Monsky Research reconfirmation

Dear All,

I am sorry to hear this publishing issue by Novartis Korea that needs to be resolved before March 14, 2022. This is the first time I was apprised of this issue.

Unfortunately, this problem is compounded by the legal issues that have come up regarding the Morisky Widget and Mr. Trubow which are now being litigated in our federal court.

All Agreement signed by me and Mr. Trubow on December 5, 2020 stipulates the return of all MMASIP and derivatives to me by September 2021, including the Morisky J/I license and all Widget licensees.

I had also revoked Mr. Trubow's authority to issue new licenses for my copyrighted MMAS 4 and 8 scales and informed him early last year that the Morisky Widget will be phased out completely after September 2021. All Morisky Widget licensees are being notified of this legal change. I have formed my own company, MMAR LLC, and it is the SOLE OWNER/LICENSOR of MMAS

Since this is not an infringement issue and all you need to do is to re-score properly, you may correspond with me directly and I will assist you in this matter as expeditiously as possible using my new digital platform. Please send me your final version of the manuscript to resolve the inconsistencies of the number of patients cited in the discussion below.

I have copied my own legal counsel, Chris Austin, should you have any legal concerns re this issue.

Thank you.

Donald E. Morisky, ScD, ScM, MSPH

President, MMAR, LLC.

UCLA Fielding School of Public Health

Distinguished Visiting Professor, Kaohsiung, Taiwan

Distinguished Visiting Professor, Taipei Medical University, Taipei, Taiwan

June 7<sup>th</sup>, 2021

**PROPOSAL FOR AN ADDENDUM**

To:  
NOVARTIS ARGENTINA S.A.  
Ramallo 1851,  
City of Buenos Aires,  
Argentina

Dear Sirs,

Dr. Donald Morisky, domiciled at 294 Lindura Court, Las Vegas, Nevada, 89138, USA, and MMAS Research, LLC, a company organized and existing under the laws of Washington, with its office at 1501 Spring Hill Road, Petaluma, California, 94952, USA, as a result of previous negotiations, hereby irrevocably to NOVARTIS ARGENTINA S.A. ("Novartis"), to enter into an Addendum to the Morisky Widget License (the "License Agreement") made on June 12, 2017 between Novartis Pharma GmbH Germany ("Novartis Germany") and MMAS Research, LLC (MMAS) on the terms set out in Annex I hereto (the "Offer").

The Offer is subject to the following terms:

- I) The Offer shall be valid and irrevocable until July 18th, 2021 (the "Expiration Date").
- II) The Offer shall be considered accepted if on or prior to the Expiration Date, Donald Morisky and MMAS Research, LLC receive a notice of acceptance executed and delivered by Novartis.
- III) If the notice of acceptance is not timely received by Donald Morisky and MMAS Research, LLC on or prior to the Expiration Date, the Offer shall be deemed revoked and may no longer be accepted by Dr. Donald Morisky and MMAS Research, LLC.

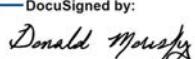
In on or prior to the Expiration Date Donald Morisky and MMAS Research, LLC receive a notice of acceptance, then as between the parties an Addendum to the License Agreement shall become effective in the terms and conditions set forth upon the terms set out in the Annex I.

- IV) Donald Morisky and MMAS Research LLC, in this act, and Novartis, in case of accepting the present, declare that this Offer and the acceptance letter may be signed in a holographic manner or through an electronic signature mechanism, expressly accepting its validity and enforceability.

Yours sincerely,

DocuSigned by:

Signature: \_\_\_\_\_



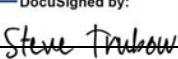
68104BB02E2B451...

By: Dr. Donald Morisky

11-Jun-21 | 12: 42: 47 PM EDT

DocuSigned by:

Signature: \_\_\_\_\_



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By: Steven Trubow, on behalf of MMAS Research, LLC (President)

10-Jun-21 | 2: 47: 59 PM PDT

**ANNEX I**

**ADDENDUM TO LICENSE AGREEMENT**

The following parties agree to this Addendum to the Morisky Widget License (the "License Agreement") made on June 12, 2017 between Novartis Pharma GmbH Germany ("Novartis Germany") and MMAS Research LLC (MMAS):

1. Novartis Argentina S.A. ("Novartis Argentina"), located at Ramallo 1851, C1429, City of Buenos Aires, Argentina (collectively, "Licensee"); and
2. Donald Morisky, located at 294 Lindura Court, Las Vegas, Nevada, 89138, USA, and MMAS Research LLC, located at 1501 Spring Hill Road, Petaluma, California, 94952, USA (collectively, "Licensor").

Whereas, the License Agreement allowed Novartis Germany to administer 1800 MMAS-8 test for a specific study (the "Nofrete Study");

Whereas, the License Agreement required that all MMAS-8 test be scored in the Morisky Widget; and

Whereas, Novartis administered at approximately 730 MMAS-8 tests (the "Additional MMAS tests for FINDER") in a different study titled FINDER that were not party of the Nofrete Study and also did not score these unauthorized MMAS-8 tests in the Morisky Widget.

Whereas, Novartis administered 788 MMAS-8 tests (the "Additional MMAS tests for REAL") in a different study titled REAL that were not party of the Nofrete Study and also did not score these unauthorized MMAS-8 tests in the Morisky Widget.

Now, therefore, Licensor hereby cures breaches of the License Agreement for not scoring the Additional MMAS-8 tests for FINDER and the Additional MMAS-8 tests for REAL in the Morisky Widget and settles all intellectual property disputes Morisky IP related to the Additional MMAS-8 tests for FINDER and the Additional MMAS-8 tests for REAL once the following conditions are met:

1. The Additional MMAS-8 tests for FINDER are re-scored and re-coded in the Morisky Widget performed by Licensor's representative, Mr. Steve Trubow, which may be performed remotely.
2. If the Additional MMAS-8 tests for FINDER or the Additional MMAS-8 tests for REAL are ever published, Licensee will only include test results that have been validated through the Morisky Widget in such publication.
3. Licensee pays Licensor a one-time fee of €17,500 EUR (the "Fee") to the Client Trust Account of the following legal counsel for Licensor as follows:

Barta, Jones & Foley, P.C.

Client Trust Account

Zions Bank ND DBA Amegy Bank of Texas

Routing Number: 113011258

Account Number: 5791238263

Swift Code: SWBKUS44XXX

The parties also state that the REAL study is not currently published and the Additional MMAS tests for REAL will not be re-scored and re-coded and no action will be taken in relation with them, unless

they are to be published. If so, Licensee agrees to score the Additional MMAS tests for REAL in the Morisky Widget and only use results that have accordingly been validated.

Once the above three (3) conditions are performed, Licenser agree to hereby irrevocably and forever settle, release, and absolutely discharge Licensee and its legal predecessors, successors, successors-in-interest, and assigns, all parties, from any and all claims, allegations, demands, controversies, damages, actions, causes of action, proceeding, debts, dues, liabilities, requests for declaratory relief, rights, contracts, costs (including attorney's fees, costs and litigation expenses), indemnities, obligations, and losses of every kind or nature whatsoever, whether known or unknown, arising from or relating to the use of the MMAS-8 and other Morisky IP in or related to the Additional MMAS-8 tests for FINDER and Additional MMAS-8 tests for REAL.

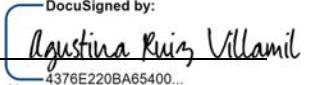
ACCEPTANCE LETTER

To:  
Dr. Donald Morisky  
294 Lindura Court, Las Vegas, Nevada, 89138, USA  
MMAS Research, LLC  
1501 Spring Hill Road, Petaluma, California, 94952, USA  
Attn: Mr. Peter Hoeller  
Mr. Steve Trubow

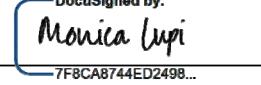
Dears Sirs,

We hereby accept your Offer titled "PROPOSAL FOR AN ADDENDUM" dated June 7<sup>th</sup>, 2021.

NOVARTIS ARGENTINA S.A.

DocuSigned by:  
Signature:   
By: Agustina Ruiz Villamil  
4376E220BA65400...  
Medical Director

15-Jun-21 | 5:06:52 PM GMT

DocuSigned by:  
Signature:   
By: Monica Lupi  
7F8CA8744ED2498...  
Legal Director

16-Jun-21 | 12:44:11 PM PDT

**AMENDMENT TO THE PROPOSAL FOR AN ADDENDUM**

This amendment is signed as of November 22, 2022 in connection with the Proposal for an Addendum executed on June 7, 2021, by and between **Novartis Argentina S.A.** (hereinafter referred as "**Novartis**"), represented by Nicolas Ponti and Alejandro Khidir, in their capacity as attorneys, maintaining its domicile for the purpose of this agreement at Ramallo 1851, City of Buenos Aires, Argentina, on the one hand; and, on the other hand, **MMAS Research LLC**, a company organized and existing under the laws of Washington, with its office at 1501 Spring Hill Road, Petaluma, California, 94952, United States of America, **represented by Steven Trubow**, in his capacity of president, (hereinafter referred as the "**Counterpart**"); the Counterpart together with Novartis shall be referred to as the "Parties".

**WHEREAS:**

1. On June 7, 2021, the Parties executed a Proposal for an Addendum (the "**Agreement**") to a license agreement made on June 12, 2017, between Novartis Pharma GmbH Germany and MMAS Research LLC (the "**License Agreement**"), upon which the Counterpart and Mr. Donald Morisky agreed to cure Novartis' breaches of the License Agreement for not scoring the additional MMAS used by Novartis for FINDER and REAL studies in the Morisky widget and to settle all intellectual property disputes related to such breach upon compliance with certain conditions specified therein.
2. On August 5th, 2021 Novartis paid €17,500 EUR as agreed in the Agreement.
3. Novartis wishes to comply with the remaining conditions provided in the Agreement i.e. with the re-scoring, re-coding and certification of the FINDER study MMAS-8 results only as the parties have agreed that it is not necessary to comply with the re-scoring and re-coding of the REAL study which will not be published.
4. In order to comply with the above, and in accordance with the terms of the Agreement, Novartis has to undergo remote training and certification by Mr. Steven Trubow.
5. Novartis has agreed to pay an additional total and final amount of USD 13,500 which includes USD 7,500 to cover the remote training and certification services including corrective measures of the FINDER study plus USD 3,000 to cover a 1-year- HIPAA-compliant Morisky Widget server to comply with Argentinian and US privacy laws plus USD 3,000 to cover legal expenses incurred by the Counterparts.

Consequently, the Parties agree to amend the Agreement as follows:

**FIRST:** Except as expressly modified in this amendment, all provisions, terms and conditions of the Agreement remain in full force and effect.

**SECOND:** The Parties agree to add the following paragraph after point 3 of the first clause of the Agreement which shall read as follows:

"Licensee agrees to pay Licensor an additional, final, total and definite amount of USD 13,500 to receive the necessary virtual training from Mr. Steve Trubow to re score, recode, and certify the FINDER study mass results in an Amazon Web Services (AWS)-hosted Morisky Widget, per the terms and conditions of the License Agreement and the Agreement. The work will take place remotely between Licensor and Licensee, and whoever the latter appoints, and the above fee shall cover all hosting fees in AWS for the Morisky Widget and the above re-scoring effort to be compliant with privacy laws. Once payment is received, Licensor will begin the training for the re-scoring, recoding, and certification, the completion of which shall satisfy condition 1 in the

Agreement and there will be no pending claim of any kind or nature against Novartis Argentina S.A. in connection with the Agreement.

Once the 1-year- HIPAA-compliant Morisky Widget server storage services are concluded, at no additional cost, Licensor will return to Licensee all data either personal or non-personal owned by Licensee related to the FINDER study and will destroy any copy of Licensee's data stored in the Morisky Widget server. Licensee shall not pay any additional fees for the 1-year-HIPAA-compliant Morisky Widget server, even once the 1-year period is over."

**THIRD:** The Counterpart indemnifies, defends, and holds Novartis harmless and each of its officers, employees, representatives, agents, contractors, successors and assigns against all losses, damages, liabilities, charges, judgements, costs and expenses arising out of or in connection with any claim of any third party, including but not limited to Mr. Donald Morisky, for infringement of their intellectual property rights or any other right arising from or connected with the Agreement and/or the performance of this Amendment.

|                |  |
|----------------|--|
| Signature      | <i>Steven Trubow</i>                     |
| Name           | <b>Steven Trubow</b>                     |
| Company        | <b>MMAS Research LLC</b>                 |
| Capacity       | President                                |
| Place and date | Petaluma, California. November 22, 2022. |

|                |  |
|----------------|--|
| Signature      | _____  |
| Name           | <b>Nicolas Ponti</b>                             |
| Company        | <b>Novartis Argentina S.A.</b>                   |
| Capacity       | Legal Representative                             |
| Place and date | City of Buenos Aires. November [REDACTED], 2022. |

|                |  |
|----------------|--|
| Signature      | _____  |
| Name           | <b>Alejandro Khidir</b>                          |
| Company        | <b>Novartis Argentina S.A.</b>                   |
| Capacity       | Legal Representative                             |
| Place and date | City of Buenos Aires. November [REDACTED], 2022. |